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COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company Number

SC267509

Please complete legibly, preferably in black type, or bold block lettering

Name of company

* Stuart Nicol Transport Limited

*insert full name of company

Date of creation of the charge (note 1)

14 November 2007

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Bond and Floating Charge

Names of the persons entitled to the charge

The Royal Bank of Scotland plc 36 St Andrew Square Edinburgh EH2 2YB ("the Bank")

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time while the security is in force comprised in the property and undertaking of the Company.

Presentor's name address and reference (if any):

The Royal Bank of Scotland plc
Credit Documentation
PO Box 339
Manchester M60 2AH
Reference : 5771160/MD13
Facsimile: 0845 878 9517

For Official Use (02/06)

Charges Section

Post room

THURSDAY



SCT

26/11/2020

#110

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Stuart Nicol Transport Limited ("the Company")
the Bank
RBS Invoice Finance Limited ("RBSIF")

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

25 November 2020

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

The Purchased Debts with effect from the date of purchase of each Purchased Debt by RBSIF but the floating charge continues to apply to Purchased Debts which may be re-assigned by RBSIF to the Company

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The Company, the Bank and RBSIF agree that the sums secured or to be secured by the Bank's Floating Charge and RBSIF's Floating Charge shall rank in the following order of priority:-

RBSIF's Floating Charge shall insofar as it relates to the Purchased Debts but not further or otherwise rank in priority to the Bank's Floating Charge for the payment to RBSIF of the Company's Obligations to RBSIF without limit as a continuing security and this priority shall not be affected by any fluctuation in the amount from time to time owing by the Company to RBSIF nor by the existence at any time of a nil or credit balance on any account of the Company with RBSIF.

The Bank's Floating Charge shall (other than in relation to the Purchased Debts) rank in priority to RBSIF's Floating Charge as a continuing security for the payment to the Bank of the Company's Obligations to the Bank without limit and this ranking shall not be affected by any fluctuation in the amount from time to time owing by the Company to the Bank nor by the existence at any time of a nil or credit balance on any account of the Company with the Bank.

In the interpretation of the foregoing:-

"Agreement" means an Agreement dated [INSERT DATE] entered into by the Company with RBSIF under which certain Debts and related rights (as each is defined in the Agreement) due to the Company on the date thereof or which shall come into existence thereafter)have been or are to be assigned by the Company to RBSIF free of all encumbrances

"Company's Obligations" means all the liabilities of the Company of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including interest, expenses (on a full indemnity basis) commission, discounting and banking charges and in the case of RBSIF any other charges under the Agreement

"Debts" means all debts now or in the future due to the Company

"Purchased Debts" means all or any of the Debts together with their related rights (as each is defined in the Agreement) which are purchased or the ownership of which is assigned or is intended to be assigned to RBSIF pursuant to the Agreement

"the Bank's Floating Charge" means the floating charge granted by the Company in favour of the Bank over the Company's whole property and undertaking and in particular incorporating a charge on all book debts or other debts now and in the future owing to the Company dated 14 November 2007 and registered with the Registrar of Companies on 28 November 2007 to secure the Company's Obligations to the Bank;

"RBSIF's Floating Charge" means the floating charge granted by the Company in favour of RBSIF over the Company's whole property and undertaking and in particular incorporating a charge on all book debts now and in the future owing to the Company dated [INSERT DATE] and registered with the Registrar of Companies on [INSERT DATE] to secure the Company's Obligations to RBSIF.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

**COMPANY NO. 267509
CHARGE NO. 1**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 25 NOVEMBER 2020 WERE
DELIVERED PURSUANT TO SECTION 410 OF THE COMPANIES
ACT 1985
ON 26 NOVEMBER 2020**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 14
NOVEMBER 2007**

BY STUART NICOL TRANSPORT LIMITED

**IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC**

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 NOVEMBER 2020



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**Temporary and Conditional Release and
Ranking Agreement for RBSIF's on
Non-Vesting Debts where the Bank's
Floating Charge pre-dates RBSIF's
Agreement and Floating Charge (09/04)**

Date: 25th November 2020

Definitions

Administrator: An Administrator appointed to the Company under Schedule B1 to the Insolvency Act 1986 (introduced by the Enterprise Act 2002) to manage the Company's affairs, business and property

Agreement: An Agreement dated 25/9/2019 entered into by the Company with RBSIF under which certain Debts and Related Rights (as each is defined in the Agreement) due to the Company on the date thereof or which shall come into existence thereafter have been or are to be assigned by the Company to RBSIF free of all encumbrances

Bank: The Royal Bank of Scotland plc whose registered office is situate at 36 St Andrew Square Edinburgh EH2 2YB and whose address for service is at 62 Hamilton Road Motherwell ML1 3DA

Bank's Floating Charge: A floating charge dated 14 November 2007 granted by the Company to the Bank creating a floating charge over the Company's whole property and undertaking and in particular incorporating a charge on all book debts or other debts now and in the future owing to the Company

Company: Stuart Nicol Transport Limited
Incorporated in Scotland with Company Number: SC267509

Company's Obligations: All the liabilities of the Company of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including interest expenses (on a full indemnity basis) commission, discounting and banking charges and in the case of RBSIF any other charges under the Agreement

Debts: All debts now or in the future due to the Company

Post Termination Debts: Debts which come into existence after the Release has terminated or ceased to have effect

Purchased Debts: All or any of the Debts together with their Related Rights (as each is defined in the Agreement) which are purchased or the ownership of which are assigned or are intended to be assigned to RBSIF pursuant to the Agreement

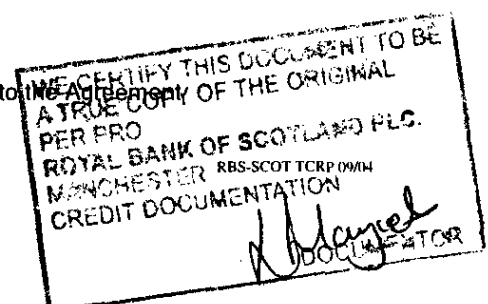
RBSIF: RBS Invoice Finance Limited whose registered office and address for service is at 250 Bishopsgate London EC2M 4AA

RBSIF Floating Charge: A floating charge dated 25 September 2019 granted by the Company to RBSIF creating a floating charge over the Company's whole property and undertaking and in particular incorporating a charge on all book debts or other debts now and in the future owing to the Company

Release: The consent in clause 1.1 and the release from the Bank's Floating Charge of the Purchased Debts under clause 1.2

Release and Payment by RBSIF

1.1 The Bank consents to the Company and RBSIF entering into the Agreement



- 1.2 **The Bank at the request of the Company releases to RBSIF all Purchased Debts from the Bank's Floating Charge with effect from the date of purchase of each Purchased Debt by RBSIF pursuant to the Agreement provided that the Bank's Floating Charge shall remain in full force and effect and the charge on Debts created by the Bank's Floating Charge shall apply to (a) all Debts other than Purchased Debts and (b) all Purchased Debts which may at any time be re-assigned by RBSIF to the Company and subject to the provisions of clause 1.4 hereof any sums due from RBSIF to the Company from time to time**
- 1.3 **In consideration of such release RBSIF and the Company irrevocably agree that all payments by RBSIF to the Company shall be made by RBSIF paying or transmitting the same direct to the Bank for the account of the Company**
- 1.4 **The application of the charge created by the Bank's Floating Charge to any sums due from RBSIF to the Company from time to time shall be subject to any right of defence combination of accounts lien or set-off whether actual or contingent which RBSIF may have against the Company at any time and whether before or after receipt of notice under clause 3.1 of this document**

Information

- 2.1 **The Company and RBSIF shall send to the Bank at any time upon request statements showing:-**
- 2.1.1 **The total amount of the undischarged Purchased Debts from time to time assigned by the Company to RBSIF**
- 2.1.2 **The state of account from time to time between the Company and RBSIF**
- 2.1.3 **Any other information reasonably required by the Bank in connection with the operation of the Agreement**
- 2.2 **The Company and the Bank shall provide RBSIF at any time upon request with any information which it may require regarding the state of any account of the Company with the Bank or any facility granted by the Bank to the Company**
- 2.3 **The Company irrevocably authorises RBSIF and the Bank to provide to the Bank and RBSIF respectively all such information requested pursuant to clauses 2.1 and 2.2**

Termination

- 3.1 **The Bank may terminate the Release on three calendar months written notice to RBSIF**
- 3.2 **The Release shall immediately terminate on the Agreement being terminated for any reason**
- 3.3 **RBSIF shall immediately inform the Bank in writing if the Agreement is terminated for any reason**
- 3.4 **Upon expiry of the notice in clause 3.1 or on the Release being terminated under clause 3.2 it shall cease to have effect in respect of any Post Termination Debts but RBSIF's rights in respect of any Purchased Debts shall not be affected in any way and RBSIF's rights under clause 4.1 in respect of credits made or under clause 4.3 in respect of credit balances shall not be affected**

Credits to Company's Account with the Bank

- 4.1 **Notwithstanding (i) the terms of any charge on the Debts contained in the RBSIF Floating Charge and (ii) any covenant in the RBSIF Floating Charge or in the Agreement or any other request or instruction, by the Company to the Bank to pay the proceeds of any Debts into the Company's account with RBSIF or with the Bank or some other bank RBSIF and the Company agree that the Bank may accept any payment or collect any cheque or other instrument for credit to the Company's account with the Bank and shall not be obliged to pay any sum to RBSIF unless**
- 4.1.1 **Prior to the receipt of such credit the Bank has received notice in writing from RBSIF that a credit represents the proceeds of Purchased Debts or**

WE CERTIFY THIS DOCUMENT TO BE
A TRUE COPY OF THE ORIGINAL
PER PRO
ROYAL BANK OF SCOTLAND PLC.
MANCHESTER
CREDIT DOCUMENTATION
N. Mayrads
DOCUMENTATOR

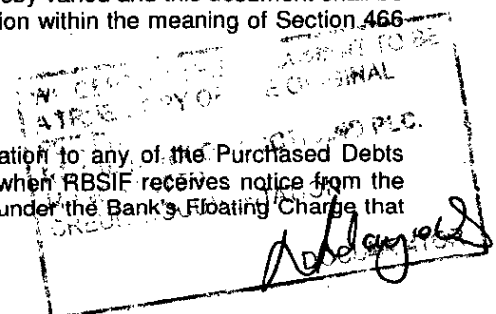
- 4.1.2 **The Bank** has deliberately procured the payment to the Bank of a sum which to the Bank's knowledge should have been paid to RBSIF
- 4.2 **And** the notice in writing under clause 4.1.1 is to be treated as RBSIF's requirement that the whole or the applicable part of such credit shall be held by the Bank only to the order of RBSIF and paid to it upon demand and the Bank will make no further enquiries of RBSIF or seek any other authorisation from the Company to pay RBSIF
- 4.3 In respect of any credit balance from time to time on any account of the Company with the Bank to which no claim has been made by RBSIF under clause 4.1 it is agreed that the Bank may permit the Company to draw upon such credit balance and may at any time apply set-off or permit to be applied set-off against any such credit balance in reduction or discharge of or against the whole of the Company's Obligations to the Bank
- 4.4 **At** any time RBSIF may advise the Bank that the whole or any part of the credit balance referred to in clause 4.3 represents collections due from debtors under Purchased Debts
- 4.5 **Upon** receipt of an advice under clause 4.4 the Bank's rights under clause 4.3 shall remain unaffected but the Company shall not be permitted to draw upon such credit balance until a further notice authorising such withdrawals has been given to the Bank by RBSIF
- 4.6 **These** rights shall not affect RBSIF's equitable right of tracing against the Company

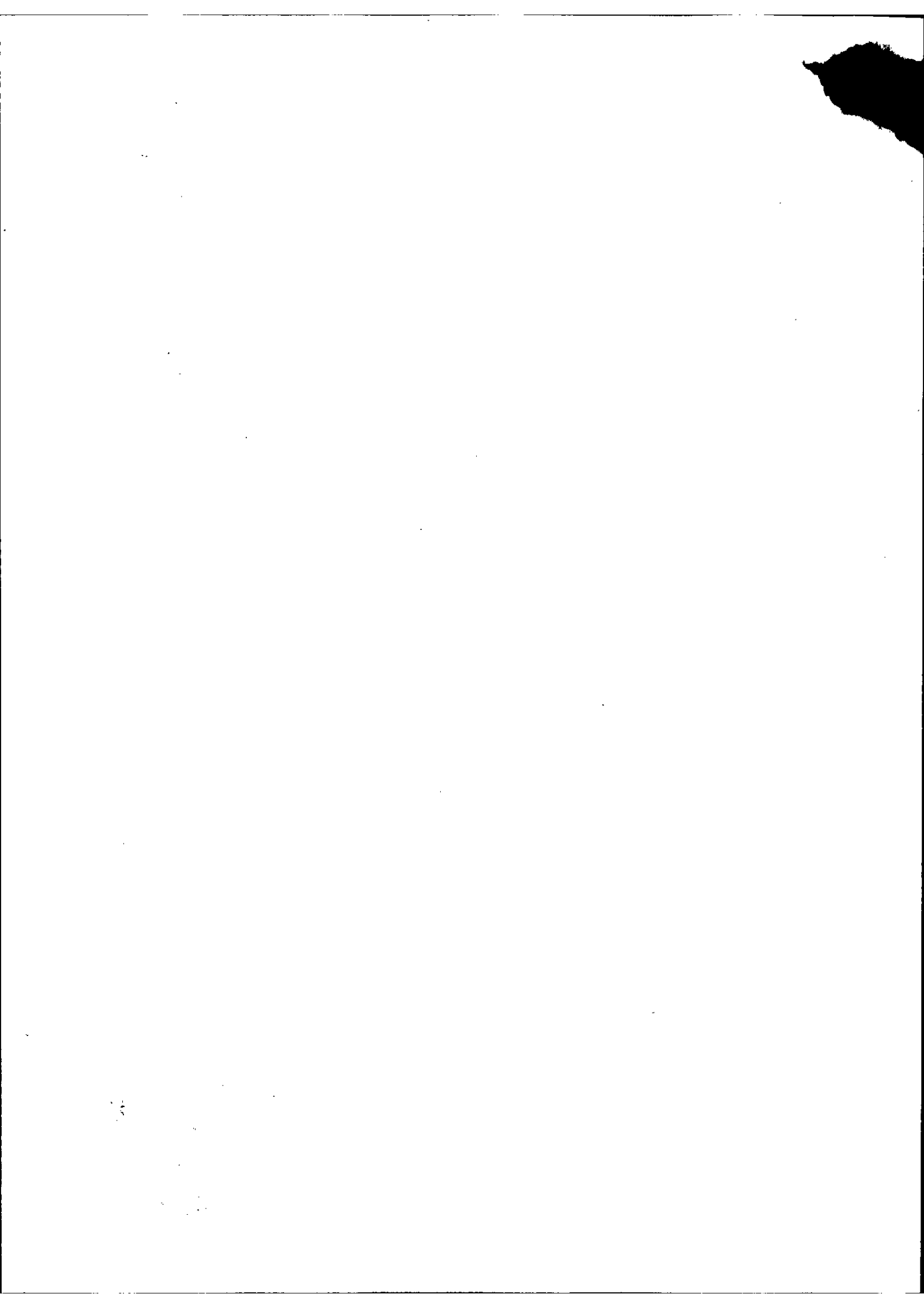
Ranking

- 5.1 **The Bank** with the consent of the Company agrees that the RBSIF Floating Charge shall insofar as it relates to the Purchased Debts but not further or otherwise rank in priority to the Bank's Floating Charge for the payment to RBSIF of the Company's Obligations to RBSIF without limit as a continuing security and this priority shall not be affected by any fluctuation in the amount from time to time owing by the Company to RBSIF nor by the existence at any time of a nil or credit balance on any account of the Company with RBSIF
- 5.2 **RBSIF** with the consent of the Company agrees that subject to Clause 5.1 the Bank's Floating Charge shall rank in priority to the RBSIF Floating Charge as a continuing security for the payment to the Bank of the Company's Obligations to the Bank without limit and this ranking shall not be affected by any fluctuation in the amount from time to time owing by the Company to the Bank nor by the existence at any time of a nil or credit balance on any account of the Company with the Bank
- 5.3 **The Company** shall comply with its covenant in the RBSIF Floating Charge to pay the proceeds of the Purchased Debts to RBSIF which shall be deemed to be compliance with the equivalent covenant in the Bank's Floating Charge
- 5.4 **Notwithstanding** the terms of the RBSIF Floating Charge and any covenant in the RBSIF Floating Charge by the Company to pay any Debts to RBSIF now RBSIF and the Company agree that subject to clause 5.3 the Company shall comply with its covenant in the Bank's Floating Charge to pay book debts and other debts to the Bank which shall be deemed to be compliance with the equivalent covenant in the RBSIF Floating Charge
- 5.5 **The Bank** and RBSIF will hold in trust and will procure that any receiver or Administrator appointed by either of them will hold in trust any money received pursuant to the Bank's Floating Charge or the RBSIF Floating Charge to give effect to the rankings declared by this document
- 5.6 **The** ranking provisions of clauses 5.1 and 5.5 shall continue in effect despite any termination of the Release
- 5.7 In so far as it may be necessary to give effect to the provisions of this document the Bank's Floating Charge and the RBSIF Floating Charge are hereby varied and this document shall be construed and receive effect as an instrument of alteration within the meaning of Section 466 of the Companies Act 1985

No Challenge and Invalidity of the Agreement

- 6.1 **Subject** to clause 6.2 it is agreed by the Bank in relation to any of the Purchased Debts vesting or intended to vest in RBSIF prior to the time when RBSIF receives notice from the Bank of the appointment of a receiver or Administrator under the Bank's Floating Charge that





Governing Law and Certificate

- 10.1 This Release shall be governed by and construed in accordance with the law of Scotland
- 10.2 Each party confirms to the others that to the best of its knowledge no event has occurred as a result of which either the Bank's Floating Charge or the RBSIF Floating Charge has crystallised

Interpretation

- 11.1 The expressions "Bank " and "RBSIF" where the context admits include their respective successors in title and assigns
- 11.2 The expression "Bank's Floating Charge" and "RBSIF Floating Charge" includes any substituted or further security taken at any time by the Bank or RBSIF respectively from the Company but do not include any security which the Bank or RBSIF may take from a third party
- 11.3 The expression "Agreement" includes any amendments or variations thereto or any replacement thereof
- 11.4 Each of the provisions of this document shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected
- 11.5 This document supersedes and replaces all and any previous release and/or ranking agreement between RBSIF and the Bank and/or the Company in relation to the Agreement the Bank's Floating Charge or the RBSIF Floating Charge
- 11.6 The Company joins in this document for the purpose of giving its irrevocable consent where needed to its provisions

As Witness the hands of the parties

Signed by Lesley Haycocks)
who is duly authorised)
for and on behalf of the Bank)
in the presence of:-)

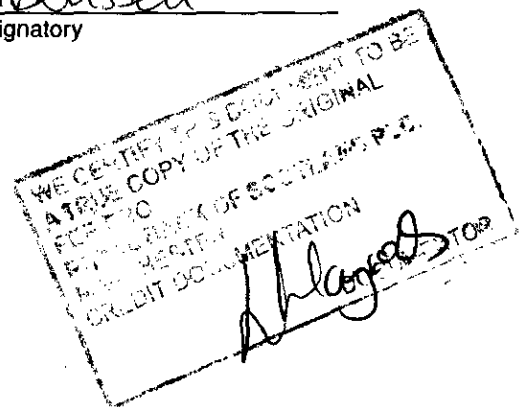
Lesley Haycocks
Authorised Signatory

Richard Simpson
Witness' Signature - Bank Employee
Richard Simpson
Witness' Full Name

Signed by)
who is duly authorised)
for and on behalf of RBSIF)
in the presence of:-)

Russell
Authorised Signatory

Rehana Siddiq
Witness' Signature - RBSIF Employee
REHANA SIDDIQ
Witness' Full Name



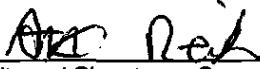
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SIGNED by
a duly authorised Director
for and on behalf of the Company
in the presence of:-

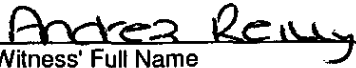
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Director's Signature



Witness' Signature - Company Employee

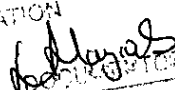


Witness' Full Name

Witness' Address

C10 SNT

High Street Ind Est
S400TS
ML7 5DK

WE CERTIFY THIS DOCUMENT TO BE
A TRUE COPY OF THE ORIGINAL
PERTRO
ROYAL BANK OF SCOTLAND PLC.
GLASGOW
CREDIT DOCUMENTATION

DIRECTOR